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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 AT SEATTLE

10 ERIC YOUNG, et al.,

11 Plaintiffs,

12 v.

13 iFINEX INC., et al.,

14 Defendants.

CASE NO. C19-1902JLR

ORDER DENYING STIPULATED  
MOTION TO TRANSFER  
VENUE

15 Before the court is the parties' stipulation and proposed order to transfer venue to  
16 the United States District Court for the Southern District of New York pursuant to 28  
17 U.S.C. § 1404(a). (Stip. (Dkt. ## 9, 10).) The court has reviewed the stipulation and the  
18 applicable law. Being fully advised, the court DENIES the stipulation without prejudice  
19 to refile in a manner that complies with the requirements of 28 U.S.C. § 1404(a).

20 Although the parties "stipulate and agree that this action should be transferred . . .  
21 to the United States District Court for the Southern District of New York," and although  
22 Defendants agree "to accept service of process in the Southern District of New York,"

1 Defendants do not agree to waive “objections to lack of personal jurisdiction.” (Stip. at  
2 1.) Prior to 2012, 28 U.S.C. § 1404(a) allowed a district court to transfer an action “to  
3 any other district or division where it might have been brought.” *See* 28 U.S.C.  
4 § 1404(a) (West 2011). Congress amended § 1404(a) in 2011 to state that cases can be  
5 transferred not only to any other district or division where the action “might have been  
6 brought,” but also “to any district or division to which all parties have consented.” *See*  
7 28 U.S.C. § 1404(a); *see Raisman v. U.S. Olympic Comm.*, No. 18-CV-02479-BLF, 2018  
8 WL 6067254, at \*4 (N.D. Cal. Nov. 20, 2018) (citing *Zaklit v. Glob. Linguist Sols., LLC*,  
9 No. CV 13-08654 MMM (MANx), 2014 WL 12521725, at \*10 n.74 (C.D. Cal. Mar. 24,  
10 2014)). In their stipulation to transfer venue, the parties apparently rely upon the consent  
11 clause that Congress added to 28 U.S.C. § 1404(a) in 2011. (*See generally* Stip.)

12 In 2011, changes to 28 U.S.C. § 1404(a) that allowed transfer “to any district or  
13 division to which all parties have consented” abrogated prior decisions which required  
14 personal jurisdiction over the defendants regardless of whether the parties consented to  
15 the transferee forum. *Fesniak v. Equifax Mortg. Servs. LLC*, No. CV 14-3728  
16 (NLH/KMW), 2015 WL 9462087, at \*4, n.2 (D.N.J. Dec. 28, 2015); *see Guzzetti v.*  
17 *Citrix Online Holdings GmbH*, No. 12-1152, 2013 WL 124127, at \*3 n.2 (D. Del. Jan. 3,  
18 2013) (stating that, after the 2011 amendment of 28 U.S.C. § 1404(a), “no longer is  
19 personal jurisdiction over the defendant required where all parties consent to the  
20 transferee forum”); *see also Metz v. U.S. Life Ins. Co. in City of New York*, 674 F. Supp.  
21 2d 1141, 1145 (C.D. Cal. 2009) (stating that for a case to be transferred under 28 U.S.C.  
22 § 1404(a) prior to the 2011 amendment, the defendant must demonstrate “that subject

1 matter jurisdiction, personal jurisdiction, and venue would have been proper . . . in the  
2 district to which transfer is sought” (citing *Hoffman v. Blaski*, 363 U.S. 335, 343-44  
3 (1960))). Here, however, Defendants have not consented to personal jurisdiction in the  
4 proposed transferee forum. (*See* Stip. at 1.) Indeed, they have expressly not waived  
5 “objections to lack of personal jurisdiction.” (*See id.*) Thus, the court concludes that,  
6 although Defendants may have stipulated to the transfer of this matter to the Southern  
7 District of New York, they have not “consented” to that “district” as required under the  
8 2011 amendment to 28 U.S.C. § 1404(a). *See* 28 U.S.C. § 1404(a) (stating that transfer is  
9 permitted “to any district or division to which all parties have consented,” among other  
10 requirements).

11 In addition, the parties fail to provide the court sufficient information to grant their  
12 stipulation. The question of whether to transfer venue traditionally involves a  
13 two-pronged inquiry: (1) whether the district where the parties seek to transfer an action  
14 is one where the case might have been brought, and (2) whether the transfer serves the  
15 convenience of the parties and witnesses and the interests of justice, which in turn  
16 requires the court to consider a number of private and public factors. *See Luchini v.*  
17 *CarMax, Inc.*, No. 1:12CV0417 LJO DLB, 2012 WL 2401530, at \*3 (E.D. Cal. June 25,  
18 2012); *see also Decker Coal Co. v. Commonwealth Edison Co.*, 805 F.2d 834, 843 (9th  
19 Cir. 1986), *superseded by statute on other grounds by* 28 U.S.C. § 1391 (ruling that “a  
20 district court can consider private and public factors affecting the convenience of the  
21 forum”).  
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1 As noted above, the 2011 amendment to 28 U.S.C. § 1404(a) permits a district  
2 court to transfer a civil action not only to a venue where the action could have been  
3 originally brought by the plaintiff, but also to a venue to which all the parties have  
4 consented or stipulated. *See Fesniak*, 2015 WL 9462087, at \*4, n.2 The question of  
5 whether to transfer venue, however, remains a two-pronged inquiry. *See Microspherix*  
6 *LLC v. Biocompatibles, Inc.*, No. 9:11-cv-80813-KMM, 2012 WL 243764, at \*2 n.2  
7 (S.D. Fla. Jan 25, 2012). Thus, the alternative forum first must be one in which the  
8 action could have originally been brought by the plaintiff *or* one to which all the parties  
9 have consented. *Id.* Second, the court must still assess whether the transfer serves the  
10 convenience of the parties and witnesses and is in the interest of justice. *See id.* (stating  
11 that even after the 2011 amendment, “[t]he second prong still requires [c]ourts to balance  
12 private and public factors to determine whether or not transfer is justified”). Here, the  
13 parties’ stipulation provides the court with no information on which the court could  
14 assess the second prong for transfer under 28 U.S.C. § 1404(a). (*See generally* Stip.)  
15 Thus, the court declines to transfer this matter unless the parties demonstrate that the  
16 second prong of 28 U.S.C. § 1404(a)—that transfer serves “the convenience of parties  
17 and witnesses” and is “in the interest of justice”—is met.

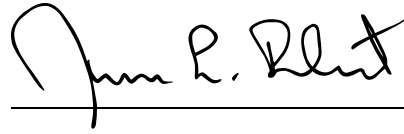
18 Because Defendants have failed to consent to personal jurisdiction in the Southern  
19 District of New York and because the parties have failed to provide the court with  
20 sufficient information to assess whether transfer would serve “the convenience of parties

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1 and witnesses” and be “in the interest of justice,” the court DENIES the parties’  
2 stipulation to transfer this matter to the Southern District of New York without prejudice  
3 to re-filing the stipulation in a manner that complies with the strictures of 28 U.S.C.  
4 § 1404(a).

5 Dated this 3rd day of January, 2020.

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8 JAMES L. ROBERT  
9 United States District Judge  
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